

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2005

Division: County Administrator

Bulk Item: Yes X No

Department: County Administrator

Staff Contact Person: Connie Cyr

AGENDA ITEM WORDING: Ratification of the signing of letter of Agreement with R.W. Beck, Inc., to perform debris management and disaster related services to Monroe County as a result of Hurricane Wilma.

ITEM BACKGROUND: FEMA requires hurricane debris collection and disposal monitoring in regards to the loading, hauling, transport, reduction and disposal of debris resulting from Hurricane Wilma. Monroe County is procuring monitoring services from R.W. Beck, Inc. by "piggy backing" on an "Agreement between Escambia County and R.W. Beck, Inc for Professional Services as Governed by Florida Statue 287.0055 (PD 02-03.79)" dated October 2003, as amended. The aforementioned Letter of Agreement was signed the County Administrator pursuant to Monroe County's Local State of Emergency declaration for Hurricane Wilma.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Hourly Billing Rates and Charges

BUDGETED: Yes No X
General Revenue

COST TO COUNTY: 12.5%, State: 12.5%, FEMA: 75%

SOURCE OF FUNDS: Reserves

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: Thomas J. Willi
(TYPE NAME HERE)

DOCUMENTATION: Included x Not Required

DISPOSITION:

AGENDA ITEM #

**BOARD OF COUNTY COMMISSIONERS**

Mayor Dixie M. Spehar, District 1
 Mayor Pro Tem Charles "Sonny" McCoy, District 3
 George Neugent, District 2
 David P. Rice, District 4
 Murray E. Nelson, District 5

Monroe County
 Board of County Commissioners
 Office of the County Administrator
 The Historic Gato Cigar Factory
 1100 Simonton Street, Room 2-205
 Key West, Florida 33040
 (305) 292-4441 - Phone
 (305) 292-4544 - Fax



Task Order No.: 2005-04.1

October 25, 2005

Mr. Jonathan Burgiel
 Director of Disaster Recovery Services
 R. W. Beck, Inc.
 800 North Magnolia Ave., Suite 300
 Orlando, FL 32803-3274

Subject: Debris Management and Disaster Related Services in Monroe County, Florida

Dear Mr. Burgiel:

Monroe County, Florida (the "County") hereby agrees to retain R. W. Beck, Inc. to perform debris management and disaster related services to Monroe County based on the same contractual arrangements, terms, and conditions that exist between R. W. Beck and Escambia County, Florida for debris management and disaster related services, which arrangements with Escambia County are set forth in the following documents:

1. The "Agreement between Escambia County and R. W. Beck, Inc., for Professional Services as Governed by Florida Statute 287.055 (PD 02-03.79)" dated October 2003 (the "Escambia County Agreement").
2. Task Order PD 02-03.79.37.SWM.03 dated September 24, 2004 under the Escambia County Agreement.
3. The "First Amendment to Agreement Between R. W. Beck and Escambia County, Florida for Debris Management and Disaster Related Services".
4. The "Second Amendment to Agreement Between R. W. Beck and Escambia County, Florida for Debris Management and Disaster Related Services".

All references to Escambia County in the aforementioned documents are to be Monroe County, Florida, as pertaining to this letter of agreement. Accordingly, the Contract Administrator in Section 1.3 is Thomas J. Willi, County Administrator, Monroe County, Florida.

R.W. Beck, Inc.
October 25, 2005
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With regard to the service rates on Exhibit B, Hourly Billing Rates and Charges, the County recognizes that Aerotek was the specific subconsultant used to provide contract labor in Escambia County; R. W. Beck will use a different subconsultant used to provide contract labor for the County's project, such as Hudson North America; and the \$30 Hourly Admin. Fee will be applicable to whatever subconsultant is used by R. W. Beck to provide contract labor for the County's project.

R. W. Beck is authorized to commence providing services upon execution of this letter of agreement. R. W. Beck shall perform the following tasks to assist the County in responding to the aftermath of Hurricane Wilma.

1. Provide general program management services, as directed by the County, with regards to debris collection and disposal activities within the County;
2. Provide contract monitoring services in managing the activities of the County's debris contractor(s);
3. Provide debris collection and disposal site monitoring services as required by FEMA;
4. Provide for data entry and management of collection and disposal tickets;
5. Provide the County with daily operating statistics (cubic yardage collected, asset inventory, etc.);
6. Review and approve contractor invoices submitted to the County; and
7. Assist in preparing required data and forms required for FEMA reimbursement.

Please acknowledge concurrence with the above by R. W. Beck by having the appropriate person sign this letter agreement.

APPROVED FOR MONROE COUNTY:

APPROVED FOR R.W. BECK:

Signature:

Debbie Frederick

Signature:

Albert B. Malinsio by St

Title:

Deputy Co. Administrator

Principal

Date:

10/26/05

Date:

10/28/05

APPROVED AS TO LEGAL FORM:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

Disaster Summary For FEMA-1609-DR-FL

Executive Order: 05-219

Declaration Date: October 24, 2005

Incident Type: Hurricane Wilma

Incident Period: August 24, 2005, and Continuing

Individual Assistance:

(Assistance to individuals and households)

Monroe County qualified for Individual Assistance

Public Assistance

(Assistance to State and local governments and certain private nonprofit organizations for the repair or replacement of disaster-damaged facilities):

Monroe County was included for Public Assistance, categories A & B

Monroe County State of Local Emergency declared October 24, 2005